

PUBLIC WORKS COMMITTEE MINUTES

Monday, October 26, 2020

10:45 a.m.

Town Hall

104 North King Street

1. Call to Order: Present were Jim Ford, Mayor Auxer, Frank Welch, Andy Beall and Chris Stroeck.
2. Reading and approval of minutes: Motion to approve Sept, 2020 minutes made by Jim F., passed.
3. Visitors: Thomas Butcher, Potomac Edison
4. Unfinished Business:
 - a. Request by Steve Pearson-storm sewer connection, sidewalk modifications (for the ramp/steps/railing)-need to visit site - Ongoing, inspection to be conducted.
 - b. International Property and Maintenance Code-property maintenance report – All ongoing, deadlines to be imposed soon if not completed. Andy reported as follows:
 1. Property maintenance code - update;
 2. 332 W. German Street - engineering report to be submitted;
 3. 105 Ray Street - property to be condemned?;
 4. 112 Ray Street - working to repair?;
 5. 322 W. German Street - vinyl siding is moldy.
 - c. Trash in alleys-cleaning and contacting property owners- ongoing.
 - d. Train Station – report on rain gutters - letter sent regarding partnership with Town to repair. Parking lot repairs will not resolve water issue. Working to finish gutter improvements.
 - e. Recycling Grant-Garbage truck (for glass – due in Nov.), litter control, electronics grants to be used - Chris S. to work on info postcard regarding what can be recycled.
 - f. Chesapeake Bay report-meet with Matt Pennington-Green infrastructure Project (Removal of sidewalk at Train Station) – No matching monies - ongoing.
 - g. Ken Clohan-projects and updates- All ongoing.
 - Washington Street-pave - to be done 2023, ADA ramps to be installed first, call DOH with any pothole issues (Nathan Ware - Leetown)
 - German Street-pave Princess to Mill Street - to be inspected
 - Princess Street-dip - to be inspected
 - Duke Street – water problem - to be inspected

- Redo Crosswalk decals - completed
- h. Garbage rates-Special Meeting-reschedule - Meeting to be scheduled 2021 to discuss rate increase.

5. New Business:

- a. Addition of LED lights pertaining to the tariff - Thomas Butcher.

Butcher reported that Potomac Edison now has the capability to upgrade street lights to LED. He provided materials comparing costs. He advised that we need to survey our current light system to determine what we have and terms of contracts. Once we determine cost, we can evaluate pros/cons for the upgrade.





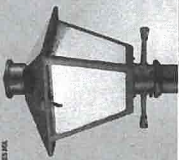
- 6. Mayor's Report: Article on plastic recycling.
- 7. Adjourn at 11:55a.m.

Potomac Edison, WV, LED

VERIFY EXISTING CONTRACT HAS BEEN MET PRIOR TO CONVERTING LIGHTS

4000K (brightest light) - see TD 16-087

3000K (warmer light) - see TD 16-088

INSTALLATION ON EXISTING POLE				
10 Year Contract is Required for All Lights				
Picture	Description	Type V Circular Pattern	Type III Oval Pattern	Lumens
Picture	Description	Wattage	Type	Lumens
	Cobra Head ERL1	30	LED	2400
		50	LED	4000
		90	LED	7000
	Cobra Head ERS1	130	LED	11500
	Cobra Head ERS2	260	LED	24000
	Acorn Post Top	50	LED	2500
		90	LED	5000
	Colonial Post Top 247L	50	LED	2500
		90	LED	5000

General Notes:

- 1 Fixture Charge is based on Rate Schedule LED in effect as of the date listed below. Consult tariff rate schedule for more information.
- 2 All rate estimates are based on the charges and surcharges in effect as of the date listed below.
- 3 Service under this rate schedule will be supplied for an initial Term of ten (10) years.
- 4 Rates do NOT include any poles, brackets, wiring or bases

Last updated:

10/15/2020

Potomac Edison, WV, LED

In cases where the cost of a pole is being paid for in a monthly streetlighting rate in lieu of upfront Customer payment, the following rates will be added to the above luminaire Monthly Rate:

10 Year Contract is Required for All Lights and Poles			
Description	Rate/Mo (Pole) ^{1,3}	Approx Total Rate/Mo ^{2,3}	SAP Operand
fiberglass, steel or aluminum pole that supports a luminaire mounting height under 20 feet	\$7.35	\$8	POLE20
fiberglass pole approximately 30 feet in height	\$15.72	\$16	POLE30FG
square steel pole approximately 30 feet in height	\$11.70	\$12	POLE30ST
square steel pole approximately 40 feet in height	\$16.13	\$17	POLE40ST

General Notes:

- 1 Fixture Charge is based on Rate Schedule LED in effect as of the date listed below. Consult tariff rate schedule for more information.
- 2 All rate estimates are based on the charges and surcharges in effect as of the date listed below.
- 3 Service under this rate schedule will be supplied for an initial Term of ten (10) years.

Last updated:

10/15/2020

**OUTDOOR LIGHTING
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE
SCHEDULE EMU**

AVAILABILITY

Available for roadway and other outdoor lighting supplied from overhead or underground secondary distribution system of the Company and contracted for by a Customer for lighting accessible areas.

MONTHLY RATE**OVERHEAD SERVICE**

High Pressure Sodium - Vertical Open Lens Luminaire ("OL")

	<u>Installation Requires a Pole¹</u>	<u>Installation on Existing Pole</u>
(D) 9,500 Lumen - 100 watt..... 51 kWh.....	\$17.32 net each	\$ 7.63 net each

Mercury Vapor - Horizontal Luminaire (Cobra Head)

(D) 8,150 Lumen - 175 watt..... 74 kWh.....	\$ 9.56 net each
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High Pressure Sodium - Horizontal Luminaire (Cobra Head)

(D) 9,500 Lumen - 100 watt..... 51 kWh.....	\$ 8.31 net each
(D) 22,000 Lumen - 200 watt..... 86 kWh.....	\$11.75 net each
(D) 50,000 Lumen - 400 watt..... 167 kWh.....	\$17.73 net each

Metal Halide - Horizontal Luminaire (Cobra Head)

(D) 36,000 Lumen - 400 watt 157 kWh.....	\$20.51 net each
(D) 90,000 Lumen - 1000 watt 379 kWh.....	\$38.69 net each

High Pressure Sodium Floodlight

(D) 22,000 Lumen - 200 watt 86 kWh.....	\$11.75 net each
(D) 50,000 Lumen - 400 watt 167 kWh.....	\$17.73 net each

Metal Halide Floodlight

(D) 36,000 Lumen - 400 watt..... 157 kWh.....	\$20.51 net each
(D) 90,000 Lumen - 1000 watt..... 379 kWh.....	\$38.69 net each

UNDERGROUND SERVICE

High Pressure Sodium - Colonial Post Top Luminaire 14' Mounting Height

(D) 9,500 Lumen - 100 watt..... 51 kWh.....	\$14.98 net each
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Metal Halide - Colonial Post Top Luminaire 14' Mounting Height

(D) 11,600 Lumen - .. 175 watt..... 74 kWh.....	\$19.81 net each
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¹ Mounted on a 30' direct burial pole

(C) Indicates Change, (D) Indicates Decrease, (I) Indicates Increase, (N) Indicates New, (O) Indicates Omission, (T) Indicates Temporary
Issued: January 9, 2019 Effective: January 1, 2019

ISSUED BY
SAMUEL L. BELCHER, PRESIDENT

Issued under Order of the West Virginia Public Service Commission
in Case No. 18-1231-E-ENEC, dated January 2, 2019

**OUTDOOR LIGHTING
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE
SCHEDULE EMU (Continued)****UNDERGROUND SERVICE (Continued)****High Pressure Sodium - Horizontal Luminaire (Cobra Head) 30' Mounting Height**

		<u>Single Luminaire Per Pole</u>	<u>Each Additional Luminaire Per Pole</u>
(D)	9,500 Lumen - 100 watt 51 kWh.....	\$24.03 net each	\$ 8.31 net each
(D)	22,000 Lumen - 200 watt 86 kWh.....	\$27.48 net each	\$11.75 net each
(D)	50,000 Lumen - 400 watt 167 kWh.....	\$33.46 net each	\$17.73 net each

Metal Halide - Horizontal Luminaire (Cobra Head) 30' Mounting Height

		<u>Single Luminaire Per Pole</u>	<u>Each Additional Luminaire Per Pole</u>
(D)	36,000 Lumen - 400 watt..... 157 kWh.....	\$36.24 net each	\$20.51 net each
(D)	90,000 lumen - 1,000 watt 379 kWh.....	\$54.42 net each	\$38.69 net each

High Pressure Sodium - Rectangular Luminaire (Shoe Box) 30' Mounting Height

		<u>Single Luminaire Per Pole</u>		<u>Each Additional Luminaire Per Pole</u>
		<u>With base¹</u>	<u>No base</u>	
(D)	9,500 Lumen - 100 watt 51 kWh.....	\$34.08 net each	\$27.05.....	\$15.35 net each
(D)	22,000 Lumen - 200 watt 86 kWh.....	\$36.18 net each	\$29.15.....	\$17.45 net each
(D)	50,000 Lumen - 400 watt 167 kWh.....	\$40.49 net each	\$33.46.....	\$21.75 net each

Metal Halide - Rectangular Luminaire (Shoe Box) 30' Mounting Height

		<u>With base¹</u>	<u>No base</u>	<u>Each Additional Luminaire Per Pole</u>
(D)	36,000 Lumen - 400 watt 157 kWh.....	\$42.77 net each	\$35.76.....	\$24.06 net each

Metal Halide - Rectangular Area Luminaire (Shoe Box) 40' Mounting Height

(D)	90,000 Lumen -1000 watt 379 kWh.....	\$59.45.....	\$43.32 net each
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Note: The rating of lamps in lumens is for identification purposes only and shall approximate the manufacturer's standard rating. All luminaires are lighted from dusk to dawn aggregating approximately 4,200 hours per year.

¹ With base includes the installation of a non-concrete power installed foundation where soil conditions warrant its application.

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**OUTDOOR LIGHTING
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE
SCHEDULE EMU (Continued)**

Late Payment Charge

2% of the bill on the above charges. See Tariff Rule 11(d).

LOCAL TAX ADJUSTMENT

Within municipalities or political subdivisions which impose taxes based upon the amount of electric service sold or revenues received by the Company as specified in Rule No. 20 of "Rules and Regulations Covering the Supply of Electric Service," there shall be added to the total bill a surcharge equal to the percentage shown on Sheet No. 5-1.

ENVIRONMENTAL CONTROL CHARGE NORMALIZATION SURCHARGE

An Environmental Control Charge Normalization Surcharge shall apply, as outlined on Sheet No. 7-C-1 of this tariff.

ENVIRONMENTAL CONTROL CHARGE / ENVIRONMENTAL CONTROL CHARGE-2

An Environmental Control Charge and Environmental Control Charge-2 shall apply, as outlined on Sheet Nos. 7-D-1 and 7-E-1 of this tariff.

EEC PROGRAM COST RECOVERY RATE

An EEC Program Cost Recovery Rate shall apply, as outlined on Sheet No. 7-F-1 of this tariff.

(O)
(N)

VEGETATION MANAGEMENT SURCHARGE

A Vegetation Management Surcharge shall apply, as outlined on Sheet No. 7-G-1 of this tariff.

TERM

Short Term

Short Term Service having an initial term of thirty (30) days is available if the Customer makes an initial payment of the cost of installation and removal of the luminaire and bracket in addition to any other payments required under "CONDITIONS" below. This initial payment shall be refundable with interest if the lighting system remains in service for five years. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than thirty (30) days prior written notice of cancellation.

Long Term

Long Term Service having an initial term of ten years is available and monthly rate as set forth in this schedule shall be reduced by fifty cents per lamp. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than 90 days prior written notice of cancellation.

CONDITIONS

STANDARD SYSTEMS

Overhead Service

Facilities shall consist of:

1. Standard overhead, horizontal luminaire (cobra head) and photoelectric control mounted on a luminaire bracket.
2. Standard vertical open lens luminaire ("OL") and photoelectric control mounted on a luminaire bracket.
3. Standard floodlighting luminaire with photoelectric control and an adjustable mounting bracket.

Luminaire is mounted on an existing Company-owned or approved pole.

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Issued: February 6, 2015

Effective: February 25, 2015

ISSUED BY
STEVEN E. STRAH, PRESIDENT

Issued under Order of the West Virginia Public Service Commission
in Case Nos. 14-0701-E-D and 14-0702-E-42T, dated February 3, 2015

**OUTDOOR LIGHTING
EQUIPMENT, MAINTENANCE AND UNMETERED SERVICE
SCHEDULE EMU (Continued)**

Underground Service

Facilities shall consist of:

1. Standard colonial post top luminaire, a photoelectric control and a direct buried fiberglass pole approximately 14 feet in height.
2. Standard overhead, horizontal luminaire (cobra head), a photoelectric control and a direct buried fiberglass pole approximately 30 feet in height.
3. Standard rectangular enclosed luminaire, a photoelectric control and a square steel pole approximately 30 feet in height mounted on a non-concrete power installed foundation.
4. Standard rectangular enclosed area (galleria) luminaire, a photoelectric control and a square steel pole approximately 40 feet in height. The base foundation is normally provided by the Customer.

When required, the Customer is responsible for the costs associated with furnishing and installing any concrete bases for poles.

Underground service will be installed where service is supplied from an existing underground distribution system. Where the point of connection for secondary service to the luminaire is not located within three feet of the pole, Customer shall pay the Company's installed cost and be responsible for the Company's maintenance cost of any extra facilities required to provide underground secondary service.

The Customer shall pay for or, at the option of the Company, provide any conduit, excavating, backfilling, reconstructing and resurfacing necessary for the installation and maintenance of the underground cable.

General

All costs described in this schedule are actual costs or, where applicable, estimates based on standard engineering practice.

The installed cost of any facilities required to extend service and the cost of rearranging facilities necessary to serve luminaires or to obtain required mounting height is paid by customer. Payment plans can be arranged with Company.

In the event of early termination for any reason prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility, less applicable energy charge, or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

All Customer charges are subject to any applicable local, state and federal taxes.

Company shall not be liable for damages to the Customer for any failure in any lighting system which results from any cause beyond the Company's control.

Company Responsibilities

Company will, at its own cost, install, operate, and maintain its standard outdoor lighting equipment with unmetered service.

Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practicable following notification by Customer.

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**OUTDOOR LIGHTING
EQUIPMENT, MAINTENANCE AND UNMETERED SERVICE
SCHEDULE EMU (Continued)**

Company shall furnish luminaires at additional locations in accordance with Company practices upon the written order of Customer; Company shall increase size of any luminaire in the same Rate Schedule upon written order of Customer.

Company shall change the location of any luminaire furnished under Agreement, upon written order of Customer if said change does not require the extension of lines or the erection of poles, but Company shall not be required to make more than one change in the location of any one luminaire during term Agreement is in effect.

Customer Responsibilities

Customer shall provide to Company free of cost and with free access, a satisfactory right-of-way and location for Company's facilities necessary to supply service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Customer shall be responsible for selecting the lamp size and location of the luminaire which shall be in conformance with applicable safety standards and governmental regulations. Customer shall obtain appropriate approval for luminaires to be located on public thoroughfares.

Customer shall be responsible for reporting non-operating lighting systems to the Company.

Municipal Installations

Company will provide bridge lighting when Customer installs and maintains luminaire supports and conduit for the supply line. Company shall furnish and maintain luminaire and conductors and will provide energy and lamp replacements.

Municipal Customer shall furnish Company a certified map, showing the location and size of each luminaire included in the initial installation provided for in the agreement. Company shall install said luminaires as designated. Upon prior arrangement, Company will prepare a map for customer approval for an additional cost.

SPECIAL SYSTEMS

General

Company will provide non-standard underground, ornamental and other special lighting systems when the additional installed cost in excess of the estimated cost of a standard lighting system for the same application is paid by Customer. In this case, Customer shall pay the standard service rate. Company shall take title to the special system and shall operate and maintain the facilities. Customer shall be responsible for all damages to or loss of special lighting system unless due to the negligence of the Company.

The additional installed cost of a special lighting system in excess of the estimated cost of a standard lighting system is paid by the Customer. Payment plans can be arranged with Company.

In the event of early termination for any reason, prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility, less applicable energy charge, or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

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**OUTDOOR LIGHTING
EQUIPMENT, MAINTENANCE AND UNMETERED SERVICE
SCHEDULE EMU (Concluded)**

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the special lighting system or any of its component parts. The operating lifetime of the special lighting system shall not be less than twenty (20) years from the date of installation. Upon the determination of the Company that the operating lifetime of the special lighting system or any of its component parts has expired, the Company shall give written notice of the same to the Customer. Upon receipt of such written notification, Customer shall elect either to replace or to de-energize the special lighting system or its applicable component part. Customer shall give written notice of such election to the Company.

In the event Customer elects to replace the special lighting system or any component part thereof, Customer shall pay the Company the additional installed cost of the replacement system or component part thereof plus removal cost of the existing system. The additional installed cost of the system or component part thereof is defined as the total cost of the system or component part thereof as installed less the installed cost of the standard luminaires and brackets which would have been required had the system been the Company's standard lighting system.

If the Customer elects to de-energize the special lighting system and/or component part thereof, the Company shall de-energize the same. Upon the written request of the Customer, Company shall remove the de-energized system or component part thereof. Such removal shall be at the Customer's expense.

In the event Customer does not give Company written notice of its election within six (6) months after notification by the Company, the Company shall de-energize the special lighting system or its applicable component part. Upon Customer's written request, Company shall remove the de-energized system or component part thereof. Such removal shall be at Customer's expense.

Company Responsibilities

At the termination, for any reason, of the useful life of the special lighting system or designated components of the special lighting system, a new system or component shall be installed under similar Agreement conditions.

Company shall change the location of any special lighting system upon the written request of the Customer. Customer shall pay the Company the total relocation cost of the same.

Customer Responsibilities

Customer shall be responsible for all costs and expenses of trenching, backfilling all trenches and for repaving, repairing or replacing any roadways, walkways, vegetation or other physical objects damaged, destroyed or displaced by construction necessary for the installation and maintenance of the special lighting system or any of its component parts.

Customer shall reimburse the Company for total costs, less cost of standard luminaire and bracket, incurred by the Company as a result of any damage, destruction or cost of repairs to the system or any component part thereof from any cause, excepting Company's negligence. However, in the event that the lighting system or any component part thereof, excluding luminaire and bracket, is damaged or destroyed by the negligent or willful acts of third parties, prior to billing Customer for the items so damaged or destroyed, Company shall first reasonably attempt to collect the costs of replacements or repair from the third party responsible and shall certify to the Customer that such attempts have been made and that the said third party has not paid for such damages or destruction and is not likely to respond with such payment in a reasonable manner. This provision is not intended to compel the Company to enter legal action against the third party responsible prior to billing Customer, determination as to such procedure being within the sole determination of the Company.

CONTRACT

Company standard form of Outdoor Lighting Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.

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Issued under Order of the West Virginia Public Service Commission
in Case Nos. 14-0701-E-D and 14-0702-E-42T, dated February 3, 2015

THE POTOMAC EDISON COMPANY

Seventh Revision of
Original Sheet No. 23-1
P.S.C. W. Va. No. 3
Canceling
Sixth Revision of
Original Sheet No. 23-1

**OUTDOOR LIGHTING
MAINTENANCE AND UNMETERED SERVICE
SCHEDULE MU**

AVAILABILITY

Available for high pressure sodium, mercury vapor, metal halide and incandescent lighting.

MONTHLY RATE

		Installed On Customer-Owned Pole	Installed On Company's Distribution System
	<u>High Pressure Sodium Vapor</u>		
(D)	9,500 Lumen - 100 watt51 kWh	\$ 5.10 net each	\$ 6.21 net each
(D)	22,000 Lumen - 200 watt86 kWh	\$ 7.06 net each	\$ 8.17 net each
(D)	50,000 Lumen - 400 watt ...167 kWh	\$11.59 net each	\$12.70 net each
	<u>Mercury Vapor</u>		
(D)	8,150 Lumen - 175 watt74 kWh	\$ 6.28 net each	\$ 7.40 net each
(D)	11,500 Lumen - 250 watt ...103 kWh	\$ 7.97 net each	\$ 9.06 net each
(D)	21,500 Lumen - 400 watt ...162 kWh	\$10.29 net each	\$11.39 net each
(D)	60,000 Lumen - 1000 watt ...386 kWh	\$21.63 net each	\$22.74 net each
	<u>Metal Halide</u>		
(D)	11,600 Lumen - 175 watt74 kWh	\$ 7.59 net each	\$ 8.69 net each
(D)	15,000 Lumen - 250 watt ...103 kWh	\$ 9.41 net each	\$10.51 net each
(D)	36,000 Lumen - 400 watt ...157 kWh	\$12.33 net each	\$13.44 net each
(D)	90,000 Lumen - 1000 watt ...379 kWh	\$25.81 net each	\$26.92 net each
	<u>Incandescent</u>		
(D)	1,000 Lumen - 100 watt37 kWh	\$ 5.65 net each	\$ 6.75 net each
(D)	2,500 Lumen - 200 watt71 kWh	\$ 7.58 net each	\$ 8.69 net each
(D)	4,000 Lumen - 325 watt ...115 kWh	\$10.17 net each	\$11.28 net each
(D)	6,000 Lumen - 450 watt ...158 kWh	\$12.68 net each	\$13.78 net each

Note: The rating of the lamps in lumens is for identification and shall approximate the manufacturer's standard rating.

Late Payment Charge

2% of the bill on the above charges. See Tariff Rule 11(d).

LOCAL TAX ADJUSTMENT

Within municipalities or political subdivisions which impose taxes based upon the amount of electric service sold or revenues received by the Company as specified in Rule No. 20 of "Rules and Regulations Covering the Supply of Electric Service," there shall be added to the total bill a surcharge equal to the percentage shown on Sheet No. 5-1.

ENVIRONMENTAL CONTROL CHARGE NORMALIZATION SURCHARGE

An Environmental Control Charge Normalization Surcharge shall apply, as outlined on Sheet No. 7-C-1 of this tariff.

ENVIRONMENTAL CONTROL CHARGE / ENVIRONMENTAL CONTROL CHARGE-2

An Environmental Control Charge and Environmental Control Charge-2 shall apply, as outlined on Sheet Nos. 7-D-1 and 7-E-1 of this tariff.

EEC PROGRAM COST RECOVERY RATE

An EEC Program Cost Recovery Rate shall apply, as outlined on Sheet No. 7-F-1 of this tariff.

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**OUTDOOR LIGHTING
MAINTENANCE AND UNMETERED SERVICE
SCHEDULE MU (Continued)**

(O)
(N)

VEGETATION MANAGEMENT SURCHARGE

A Vegetation Management Surcharge shall apply, as outlined on Sheet No. 7-G-1 of this tariff.

TERMS

Initial term of the Agreement shall be one year. After the initial term, the Agreement shall remain in effect until a 30-day written notice of cancellation is provided and, unless Customer provides specific date in writing more than 30 days in the future, upon the expiration of 30 days.

CONDITIONS

Company will furnish energy and maintenance service to approved high pressure sodium, mercury vapor, metal halide, and incandescent outdoor lighting facilities. A full description of Customer's proposed equipment shall be submitted in writing by the Customer prior to Customer's furnishing the equipment to the Company.

All equipment supplied by Customer for placement on Company's poles will be installed by Company at Customer's expense. Customer shall at no time enter upon Company's electric facilities in any manner. All maintenance and any other repair of equipment on Company poles shall be performed by Company.

(C)

Where outdoor lighting system (including supporting poles) is wholly owned by Customer, the Customer is responsible for furnishing and installing all outdoor lighting equipment. Installation of outdoor lighting equipment may be performed by Company upon prior arrangement at Customer's sole cost. All Customer-owned equipment must be installed prior to connection to Company's service circuits. All subsequent changes, removals or additions must first be approved by the Company.

(C)

The monthly rate provided in this Schedule shall include standard maintenance, which shall be limited to scheduled cleaning and normal lamp and photoelectric control replacement not caused by vandalism or accident involving a third party. In the event that maintenance beyond standard maintenance is necessary, the Customer will be charged for time, materials and other costs required to do said maintenance. For Customer-owned equipment on Customer-owned poles, any maintenance beyond the standard maintenance provided by this Schedule may be performed by Customer; however, upon prior arrangement, the Company will perform such maintenance on a time and materials cost basis or previously agreed upon firm contract price.

Customer shall be responsible for reporting any outages or malfunctions of any outdoor light installed under this Schedule. The Company will provide appropriate maintenance as soon as practicable upon notification by Customer.

Customer shall furnish Company a certified map showing the location and size of each luminaire included in the initial installation provided for in this Agreement; however, upon prior arrangement the Company will prepare a map for customer approval for an additional cost.

Company shall change the location of any luminaire furnished under this Agreement upon written order of Customer. All costs associated with such change shall be paid by Customer.

Company shall not be liable for any direct, consequential and special damages to the Customer for any failure in lighting which results from any cause beyond the Company's control.

Company's approval of the Customer's facilities indicates only that the facilities are compatible with Company's system. Company's approval will not be construed to mean that the Customer's facilities are adequate or comply with any code or standard relating to lighting or illumination, or relating to the placement of lighting or illumination, such matters being the sole responsibility of the customer. Customer agrees to hold harmless the Company for any liability or threat of liability by third parties relating to the placement of or adequacy of Customer's facilities.

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THE POTOMAC EDISON COMPANY

First Revision of
Original Sheet No. 23-3
P.S.C. W. Va. No. 3
Canceling
Original Sheet No. 23-3

**OUTDOOR LIGHTING
MAINTENANCE AND UNMETERED SERVICE
SCHEDULE MU (Concluded)**

Company does not make, and Company hereby excludes, any and all implied warranties of merchantability and warranties of fitness of the electrical service provided by Company.

Costs of additional or special facilities provided hereunder shall be the responsibility of and shall be paid by Customer. Customer shall reimburse Company for the costs of said additional or special facilities either prior to said installation or via payment plans arranged with the Company.

CONTRIBUTION IN AID OF CONSTRUCTION

A charge will be made to the Customer in the amount of the estimated cost to the Company for installing all necessary facilities to provide service to the Customer's outdoor lighting system. Also, the Customer will be charged the estimated cost for any alterations or adjustments to the existing overhead or underground lines necessary to provide adequate clearance or spacing for the outdoor lighting system.

All Customer charges are subject to any applicable local, state, and federal taxes.

All cost estimates are based on standard engineering practice.

CONNECTION/DISCONNECTION FEE

The fee for connecting or disconnecting a street light shall be \$15.00 per light with a \$40.00 minimum per trip. Any work required in addition to that of connecting or disconnecting luminaire will be charged to the Customer based on the estimated cost to do the work.

EQUIPMENT REMOVAL AND REMOVAL CHARGES

Removal of Customer-owned equipment from Company's poles shall be performed by Company at Customer's sole cost. Company shall have the right to determine that Customer-owned equipment on its poles has become so obsolete, worn, damaged or hazardous that it must be removed.

Removal of Customer-owned lighting equipment from Customer-owned poles or removal of Customer-owned lighting equipment and poles may be performed by Company upon prior arrangement at Customer's sole cost.

CONTRACT

Company Standard Form of Outdoor Lighting Energy and Maintenance Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.

(C) Indicates Change, (D) Indicates Decrease, (I) Indicates Increase, (N) Indicates New, (O) Indicates Omission, (T) Indicates Temporary

Issued: February 6, 2015

Effective: February 25, 2015

ISSUED BY
STEVEN E. STRAH, PRESIDENT

Issued under Order of the West Virginia Public Service Commission
in Case Nos. 14-0701-E-D and 14-0702-E-42T, dated February 3, 2015

SUSTAINING PLASTIC RECYCLING

The Road Ahead for the Berkeley County Recycling Program



CLINT HOGBIN HAS BEEN focusing on trash and recycling for three decades. Looking back at how the Berkeley County Solid Waste Authority has evolved over that time he noted that an early driver of its efforts was the “diversion of trash from roadsides. Picking up materials alongside the road is the most expensive way to process it. The markets for trash and recycling go up and down but the issues of waste disposal always need to be solved.”

The Waste Authority started plastic recycling in 2000. Southern Scrap in Winchester was the buyer, paying 2 cents a pound. In 2015, Southern Scrap gave six months notice that they

would no longer accept plastic. Coincidentally the Martinsburg Union Rescue Mission had been looking to expand its work program of bundling and baling materials and a board member connected with Hogbin. He also found Trigon, a plastic re-processing company based in Newmankstown, Pennsylvania (just to the east of Harrisburg). By the time the next truck of plastics was full, Hogbin had an entirely new process in place.

Counting the Pennies

Hogbin noted that the recycling business is very attuned to the cost of transportation. Instead

of being paid (by Southern Scrap) “we pay the Rescue Mission 2 cents a pound. But they are right here in Martinsburg so our truck doesn’t drive very far. If you look at Morgan County, they had the same issue, but it’s too far to haul the material to Martinsburg, so our approach didn’t work for them.” The local proximity also lowers the costs of curbside pickup services. Hogbin talked through the numbers — “if you have a truck on a route in the county picking up single-stream recycling, even if it can fill up and drive to Hagerstown it still drives back empty. Having the facility here allows us to separate materials and consolidate loads.”

Where to Put it Next?

Hogbin responded to the recent National Public Radio coverage of the economics of plastics recycling by focusing on the future instead of the past: In the past few years “the United States has had to face a transition in how we handle these materials. We used to bail it and put it on a boat to China. Now we need to process it locally. In the end, this transition can be a good thing, if we approach it as an opportunity for expanding employment, for expanding markets for the materials, and for pushing to clean up the materials. Look at the alternatives. Landfills typically operate for thirty or forty years before they are full, but then you have to monitor them for another thirty and keep mowing them after that. You can’t just let it turn into a field because that would risk something growing down into the liner. It’s a cost that is always there.”

“Demand from the customers will drive the market. It’s a culture that has to drive change. Look at Europe, they ban new landfills and they force the economics to work. You can look at the corporations that choose where they